

Barry J. O'Brien

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April 3, 2013

Honorable James M. Peck

One Bowling Green

New York, NY 10004

Courtroom 601

RE: United States Bankruptcy Court Southern District of New York

Debtor: Lehman Brothers Holdings Inc.

Case Number 08-13555 (JMP)

Notice of Hearing on Four Hundred Third Omnibus Objection to Claims (No Liability Claims)

Name of Claimant: Barry Joseph O'Brien

Claim Number: 32520, Claim Amount \$176,704

Dear Judge Peck:

Please be advised that the above-referenced claimant opposes the disallowance and expungement of claim number 32520. The claim relates to the complete loss of Medical Benefits under the Lehman Brothers Holdings Inc. Medical and Retirement Plan.

The Plan indicated that all U.S. benefits eligible employees will automatically begin to accrue medical benefits under the plan following the completion of one year of service and the attainment of age 21. Vesting is a term used to describe the portion of my account balance that I am entitled to under the Plan's rules. Once an employee has 75 years of service or meets the "rule of 75", based on a combination of years of service and age, with a minimum of 10 years of service they will be 100% vested in the Retiree Healthcare Program.

My employment commenced in 1985 and concluded when I was transferred over to Barclays at the end of 2008. Therefore, I am entitled to participate in the Lehman Medical Retirement Plan since I have the requisite age and years of service. This benefit would provide medical coverage for my family (myself, spouse, and two children) at the reduced group rate. This benefit would conservatively be worth at least \$1,000 per month in today's market over my life expectancy commencing at age 55 and continuing for 29.3 years. Therefore, this benefit in the aggregate would be worth approximately \$351,600 or \$176,704 (on a net present value basis).

Despite the claim that the Benefits Plan can be changed or discontinued any time without prior notice, the plan was in force at the time of the bankruptcy and is still in force today.

Please let the claimant know if you require any further clarification.

Sincerely,



Barry J. O'Brien

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